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Monday, March 18, 2002

4:08:47 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 543

गावाचे नाव बांद्रा

दिनांक 18/03/2002

दस्तऐवजाचा अनुक्रमांक वदर1 - 01419 - 2002

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव रमेश प्रितमानी

नोंदणी फी	:-	20000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	:-	1040.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (52)		
एकूण		21040.00

आपणास हा दस्त अंदाजे 4:23PM ह्या वेळेस मिळेल

दुय्यम निबंधक

मुद्रांक शुल्क :- 580510

R.NO.2, Rs 580510/2 Five lakh Eighty Thousand Five Hundred,  
BY ADS

GENERAL STAMP OFFICE  
TOWN HALL, FORT,  
MUMBAI - 400 023.  
MAN/GSO/004



Rs. 580510/-

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INDIA

SPECIAL ADHESIVE

18.3.2002

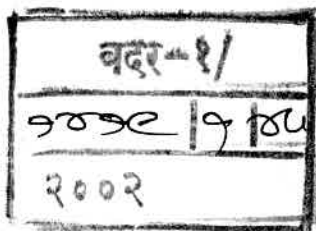
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MAHARASHTRA

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Pen only

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for   
DY. SUPERINTENDENT OF STAMPS,  
BANDRA.

ARTICLES OF AGREEMENT made and entered into at  
Mumbai this 8<sup>th</sup> DAY OF MARCH 2002  
1996  
BETWEEN SHUBHANGAN HOUSING PRIVATE LIMITED, a  
Company incorporated under the Companies Act, 1956 and having its  
registered office at 296, Palkiwala Building, Shahid Bhagat Singh Road,  
Fort, Mumbai 400 038, hereinafter referred to as "THE DEVELOPERS"  
( which expression shall unless it be repugnant to the context or meaning  
thereof mean and include its successors and assigns ) of the ONE PART :  
AND SHRI / SMT. / M/s. RAMESH M. PRITAMAN  
Indian Inhabitant/s of Mumbai, residing at  
F/201 MANISHA COURT, 16<sup>th</sup> ROAD  
KHAR CWJ Mumbai - 400 0 52 hereinafter referred to as  
"THE PURCHASER/S" (which expression shall unless it be repugnant to  
the context or meaning thereof mean and include his/her heirs, executors,  
administrators, its successors and assigns) of the OTHER PART :



ARTICLES OF AGREEMENT made and entered into at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, ~~1996~~ BETWEEN SHUBHANGAN HOUSING PRIVATE LIMITED, a Company registeree under the Companies Act of 1956 and having its registered office at 296, S. B. S. Palkiwala Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400 001, hereinafter called "THE DEVELOPERS" [ which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns ] of the ONE PART AND SHRI / SMT. / M/S. \_\_\_\_\_

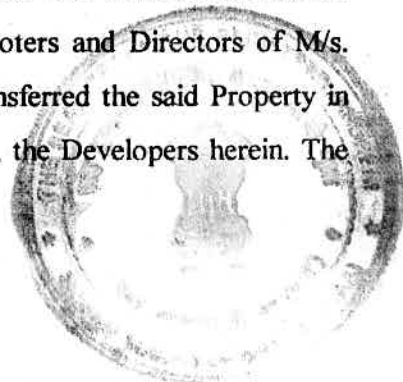
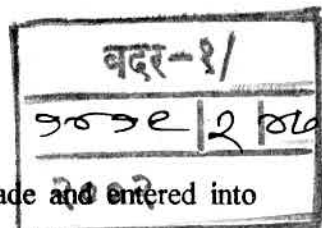
\_\_\_\_\_ of Mumbai Indian Inhabitant /s, residing at \_\_\_\_\_, Mumbai - 400 0 \_\_\_\_\_, hereinafter referred to as "THE PURCHASER" [ which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include insofar as an individual is concerned his heirs, executors, administrators, its successors and permitted assigns for the time being ] of the OTHER PART :

**W H E R E A S :**

- a. By an Indenture of Conveyance dated 8th March, 1996 made ~~and entered~~ into between one, Shri Madhav K. Chitnviss and Shri Mangalmurti K. Chitnviss, therein called the "Vendors" of the One Part and Shri Ramesh A. Bachani and Shri Anil R. Bachani, therein called the "Purchasers" of the Other Part, the Vendors conveyed to the said Shri Ramesh A. Bachani and Shri Anil R. Bachani, in their capacity as Promoters / Directors of Angan Builders Pvt. Ltd. (Proposed) all that piece or parcel of land or ground admeasuring 670 sq.yards, equivalent to 560.49 sq.metres or therabouts, situate, lying and being at Khar Village, Bandra District, Mumbai Suburban now in Brihanmumbai and bearing Final Plot No. 203 of Suburban Scheme No. VII, Khar Model Suburb with structure standing thereon with ground and 1 (One) upper floor in the Registration District and Sub District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said Property".

The Developers herein had paid the full consideration for the said Property as recorded in the Indenture of Conveyance dated 8th March, 1996. The said Conveyance was lodged and registered under Serial No. BDR/725/96 with Sub-Registrar of Assurances, Bandra (West), Mumbai.

- b. By a Deed of Transfer dated 8th March, 1996, the said Shri Ramesh A. Bachani and Shri Anil R. Bachani in their capacity as Promoters and Directors of M/s. Angan Builders Private Limited (Proposed) have transferred the said Property in favour of M/s. Shubhangan Housing Private Limited, the Developers herein. The



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said Deed of Transfer was lodged and registered under Sr. No. BDR/727 of 1996 on 11.04.1996 with the Sub-Registrar of Assurances, Bandra (West), Mumbai.

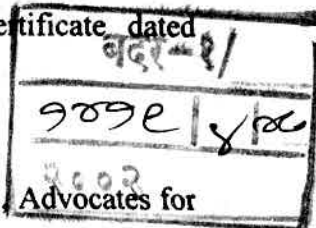
- c. In the circumstances mentioned above, the developers are absolute owners of the said Property more particularly described in the Schedule hereunder written.
- d. The Developers have entered into a standard Agreement with Architects, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Developers have appointed Structural Engineers, for the preparation of the structural designs and drawings of the said Building and the Developers accepted the professional supervision of the said Architects and Structural Engineers in the completion of the said Building.
- e. As the absolute owners of the said Property, the Developers are entitled to develop the said Property by constructing building / buildings thereon and sell the flats / car parking spaces / garages, open terraces, etc., in the said Building / Buildings and to enter into agreement/s with the purchaser/s of the flats / car parking spaces / garages, etc., and to receive the sale price in respect thereof.

The Developers have obtained necessary order for redevelopment in respect of the said Property under Selection 6(I) of the Urban Land (Ceiling & Regulation) Act, 1976, vide order No. C / ULC / 6 (I) / SR - XX III - 823 / D - III / 3376 dated 9-2-1996. Copy of the said Order is annexed hereto as Annexure - "A"

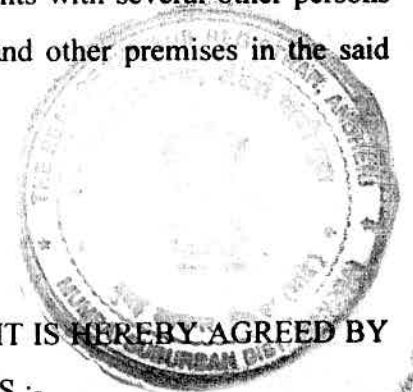
- f. The Developers are, accordingly, entitled to redevelop the said Property and sell the flats and other premises on ownership basis.
- g. The Developers had originally prepared Plans for construction of a residential Building initially consisting of Ground Stilt and 4 ( Four ) upper floors ( herein referred to as "the said Building" ) and the Building Plans in respect of the said Building are approved by the Municipal Corporation of Brihanmumbai and the necessary Commencement Certificate in respect of the said Building is also obtained vide Commencement Certificate No. CE / 280 / WS / AH dated 19th August 1997.
- h. The Developers have also got the Plan approved by the Brihanmumbai Mahanagar Palika for the construction of additional 3 (Three) floors being the 5th floor, the 6th floor and the 7th floor over the 4th floor of the said Building by utilising thereon the Floor Space Index (FSI) of some other property by acquiring transfer



of Development Rights (TDR) as per Development Control Rules now in vogue in Brihanmumbai and have received the Commencement Certificate dated 18 - Dec. 1998 under No. CE/280/WS/AH.

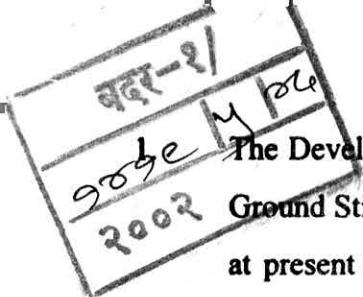


- i. Copies of the Certificate of Title issued by Shri Puran M. Goklani, Advocates for the Developers, copies of Property Card in respect of the said Property and the copies of the Plans and amenities and specifications in respect of the said flat and buildings are hereto annexed and marked Annexure - "B", "C", and "E" respectively.
- j. The Purchaser/s has / have seen the Building Plans in respect of the said Building as at present envisaged and approved by the Municipal Corporation of Brihanmumbai as aforesaid.
- k. The said Building to be constructed on the said Property by the Developers is to be known as "ROSE" and that name will not be changed.
- l. The Purchaser/s has / have agreed to purchase and the Developers have agreed to sell Flat No. 101 on the 1<sup>st</sup> floor in the proposed Building known as "ROSE APARTMENT" at or for the price and on the terms and conditions hereinafter appearing.
- m. The Purchaser/s has / have demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said Property, the Plans, designs and specifications prepared by the Developers' Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.
- n. The Developers are entering into separate agreements with several other persons and parties for sale of flats / car parking spaces and other premises in the said Building on the said Property.
- o. It is necessary to execute this Agreement.



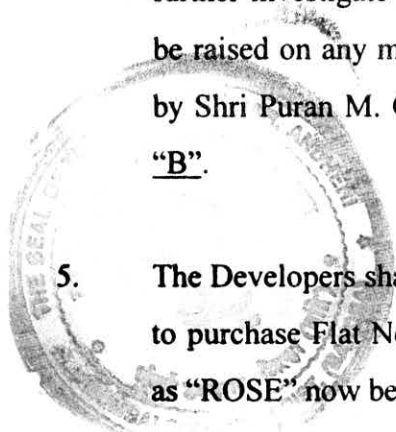
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

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The Developers will construct a Building to be known as "ROSE" comprising of Ground Stilt and 7 (Seven) upper floors (herein referred to as the said Building) as at present envisaged and containing flats, car parking spaces, garages and other premises on the said Property situate at land or ground admeasuring 670 sq.yards., equivalent to 560.49 sq.metres or thereabouts, situate, lying and being at Khar Village, Bandra District, Mumbai Suburban now in Brihanmumbai and bearing Final Plot No. 203 of Suburban Scheme No. VII, Khar Model Suburb in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written and hereinafter referred to as "the said Property" and particularly described in the First Schedule hereunder written by utilising the additional FSI on account of TDR as may be available to the Developers as per the new Development Control Regulations published in February, 1991, as also such further FSI as may be available under the other provisions of the said Regulations. The Developers will, therefore, from time to time vary, amend and / or alter the said Building Plans.

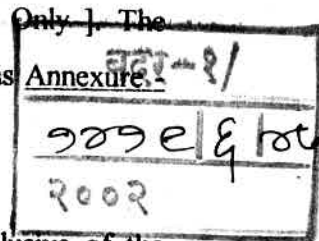
2. The said Building shall be constructed by the Developers in accordance with the Building Plans prepared by the Architects MR. J.T. VATNANI sanctioned by the Concerned Authorities as aforesaid with such modifications and / or amendments thereto as the Developers may incorporate therein as aforesaid. The flats, car parking spaces and other premises in the said Building shall contain amenities as per the particulars given in the Second Schedule hereunder written.
3. The sanctioned Building Plans from the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the Building site and also at 296, S.B.S. Road, Palkiwala Building, Fort, Mumbai - 400 001.
4. The Purchaser/s has / have, prior to execution of this Agreement satisfied himself / herself / themselves about the title of the Developers to the said Property in the First Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate the title of the Owners and no requisitions or objections shall be raised on any matter relating thereto. A copy of the Certificate of Title issued by Shri Puran M. Goklani, Advocate, Mumbai, is annexed hereto as Annexure - "B".
5. The Developers shall sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase Flat No. 101 on the 15<sup>th</sup> floor in the said Building known as "ROSE" now being constructed on the said Property ( herein referred



to as "the said Premises" ) for the lumpsum of Rs. 55,00,000/- [ Rupees

FIFTY FIVE LACS ONLY.

Plan in respect of the said Premises is hereto annexed and marked as  
"D".

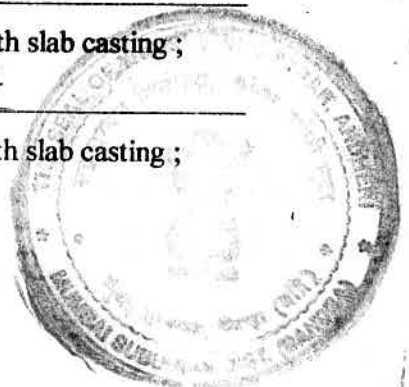


6. The carpet area of the said Premises is 1037 ~~SQ~~ SQ feet inclusive of the enclosed balcony (area whereof is        sq. ft.). Common areas and facilities for the said Building, i.e., relative common areas and facilities for the said Building, relative common areas and facilities for the said Premises, percentage of undivided interest of the said Premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same is located are as per the particulars thereof as given in the Second Schedule hereunder written. The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the Building Plan.

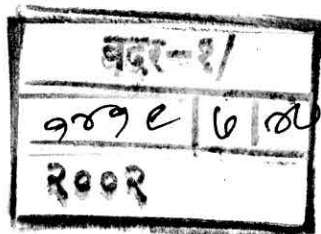
7. The Purchaser/s hereby agree/s to pay to the Developers the purchase price of Rs. 55,00,000/- [ Rupees FIFTY FIVE LACS ONLY Only ] in the following manner :

- a. Rs.        /- [ Rupees        Only ] being the earnest money on the execution hereof [ payment and receipt whereof the Developers admit and acknowledge ];
- b. Rs.        /- [Rupees        Only ] within 1 (One) week of Clearance of 37-I;
- c. Rs.        /- [ Rupees        Only ] within 1 (One) week of plinth casting ;
- d. Rs.        /- [ Rupees        Only ] within 1 (One) week of 1st slab casting ;
- e. Rs.        /- [ Rupees        Only ] within 1 (One) week of 2nd slab casting ;
- f. Rs.        /- [ Rupees        Only ] within 1 (One) week of 3rd slab casting ;
- g. Rs.        /- [ Rupees        Only ] within 1 (One) week of 4th slab casting ;
- h. Rs.        /- [ Rupees        Only ] within 1 (One) week of 5th slab casting ;
- i. Rs.        /- [ Rupees        Only ] within 1 (One) week of 6th slab casting ;

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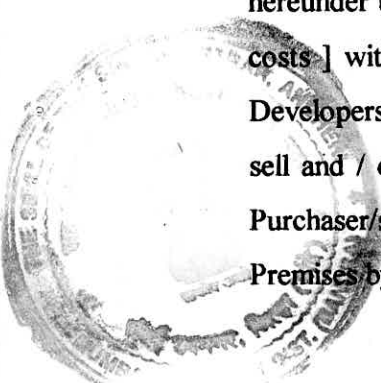
- j. Rs. \_\_\_\_\_/- [ Rupees \_\_\_\_\_  
Only ] within 1 (One) week of 7th slab casting ;
- k. Rs. \_\_\_\_\_/- [ Rupees \_\_\_\_\_  
Only ] within 1 (One) week of 8th slab casting ;
- l. Rs. \_\_\_\_\_/- [ Rupees \_\_\_\_\_



Only ] being the balance consideration payable within 15 (Fifteen) days of intimating to you of having received from the Municipal Corporation of Brihanmumbai the Occupation Certificate in respect of the said Premises.

It is specifically agreed that the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said Premises in the common areas and facilities increase or decrease the intent of the parties being that the said Premises are sold to and purchased by the Purchaser/s with all the appurtenant rights for the lumpsum of Rs. 5500000 /- [Rupees FIFTY FIVE LAC Only ].

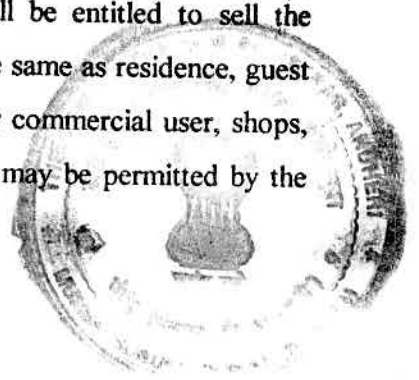
8. It is expressly agreed and the Purchaser/s is / are aware that as a result of changes in the Building Plan of the said Building, the share of the said Premises and/or the Purchaser/s in the said common areas and facilities may increase or decrease. The Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorise/s the Developers to so increase or decrease the said share of the said Premises and / or of the Purchaser/s in the said common areas and facilities of the said Building and / or the said Property and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.
9. It is expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause (7) above shall be of the essence of the contract. In the event of the Purchaser/s making any default in payment of any instalment of the purchase price on its due date, the Developers will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Developers [ but without any interest, compensation, damage or costs ] within 15 (Fifteen) days after the termination of this Agreement and the Developers will be entitled immediately after the termination of this Agreement to sell and / or dispose off the said Premises in favour of any other party and the Purchaser/s herein will have no right to object to such sale / disposal of the said Premises by the Developers.



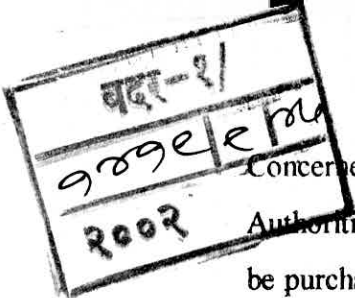
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10. Without prejudice to the above and the Developers' other rights under this Agreement and / or in law, the Developers may at their option accept from the Purchaser/s the payment of the defaulted installment/s on the Purchaser/s paying to the Developers interest on the defaulted installment/s at the rate of 24% per annum for the period for which the payment has been delayed.
11. The possession of the said Premises shall be given by the Developers to the Purchasers on or before the 30th day of April, 1999 subject to the availability of cement, steel, water and other building materials and subject to strikes, civil commotion or any Act of God such as earth quake, flood or any other natural calamity and acts or other causes beyond the control of the Developers. If the Developers shall fail to give possession of the said Premises on the aforesaid date and / or such further date as may be mutually extended then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Developers shall forthwith on demand refund to the Purchaser/s all the monies paid by the Purchaser/s to the Developers herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Developers and until such amounts are refunded, such amount and interest shall be a charged on the said Property together with construction (if any) thereon to the extent of the amounts due to the Purchaser/s. Provisions of this Clause shall be subject to what is provided in Section 8 of the Maharashtra Ownership Flats Act, 1963.
12. Nothing contained in this Agreement shall be construed so as to confer upon the Purchasers/s any right whatsoever into or over the said Property or the said Building or any part thereof including the said Premises. It is agreed by and between the parties that such conferment shall take place on the Purchaser/s' making full payment of consideration to the Developers and complying with the terms and conditions of this Agreement.
13. The Purchaser/s shall have no claim save and except in respect of the Premises agreed to be sold to him / her / them. All open spaces, lobbies, terrace and other premises will remain the property of the Developers until the said Building is transferred to the proposed Co-operative Society as hereinafter mentioned, subject however, to the rights of the Developers as herein stated.
14. It is hereby expressly agreed that the Developers shall be entitled to sell the Premises in the said Building for the purpose of using the same as residence, guest house, dispensaries, nursing homes, maternity homes, or commercial user, shops, consulting rooms, banks, or any non-residential user as may be permitted by the

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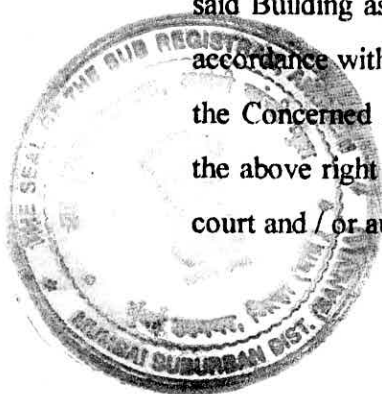






Concerned Authorities and/or any other use that may be permitted by the said Authorities and the Purchaser/s shall be entitled to use the said Premises agreed to be purchased by him / her / them, accordingly, and similarly, the Purchaser/s shall not object to the use of the other Premises in the said Building for any one or more of the aforesaid purposes by the respective Purchaser/s thereof.

15. IT IS HEREBY EXPRESSLY AGREED THAT the terrace above the 7th floor on the said Building shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit to the Purchaser of the premises on the 7th floor at such rate and on such terms as the Developers may deem fit. In the event of the Developers constructing more than one premises on the 7th floor, the Developers shall be entitled to allot the terrace in part to each of the Purchaser as the Developers may deem fit. the Purchaser herein and / or the Society formed by the Purchasers of flats in the Building as stated hereinafter shall not object for such allotment by the Developers and shall not be entitled to levy any charges, fees, compensation for the same. The Society and /or the Association formed by the Purchasers of flats shall be entitled to depute its representatives to go to the terrace for the regular check up and upkeep and for carrying out repairs to the tank / tanks and / or such common facility at all reasonable times and / or during such times as may be mutually agreed upon by the Purchaser/s of such premises on the terrace and the Society.
16. The Developers have informed the Purchaser/s and the Purchaser/s is / are fully aware that if so permitted by the Concerned Authorities, to make additions to the said Building, the Developers shall put up 2 (Two) additional floors above the 7th floor of the Building by way of additional construction and shall be entitled to dispose off such additional floors in such manner as they may think fit. It is expressly agreed and confirmed by the Purchaser/s that the right of the Developers to put up 2 (Two) additional floors on the said Building is an integral part of this contract for the sale of the premises to the Purchaser/s and the Purchaser/s hereby expressly agree/s that he/she/they will not in any manner object to the Developers' carrying out construction of 2 (Two) additional floors above 7th floor of the said Building. The Purchaser/s hereby give/s his / her / their irrevocable consent to the Developers' carrying out construction of 2 (Two) additional floors / areas on the said Building as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building Plans as may be approved by the Concerned Authorities. The Purchaser/s hereby undertake/s not to challenge the above right of the Developers to put up 2 (Two) additional floors before any court and / or authority.

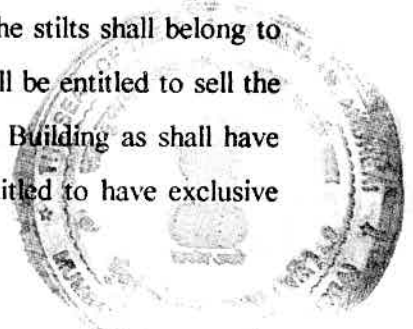


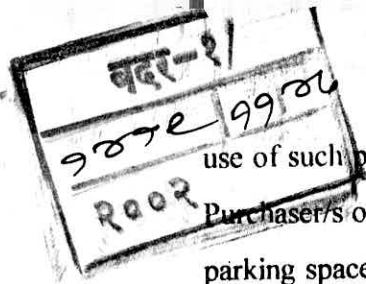
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17. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser/s in respect of the said Premises the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of the said Property. The Developers shall also be free to construct additional structures like sub-station for electricity office, Co-operative Society's Office, Co-operative Departmental stores, temple or place of worship, covered and enclosed garages in open compound, underground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the Ground Floor Plans or lay out Plan of the said Property. The Purchaser/s shall not interfere with the rights of Developers by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat Act, 1963 and/or under any other provision of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of Buildings for implementation of their scheme for development of the said Property.
18. As soon as the said Building is notified by the Developers as complete each of the Purchasers of the premises in the said Building (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said Building. If any of the Purchaser/s fail/s to pay the arrears inspite of the notice the Developers will be entitled to terminate the Agreement with such Purchaser/s and thereupon all the monies paid by such Purchaser/s to the Developers in respect of the Premises agreed to be purchased by him / her / them shall within \_\_\_\_ ( \_\_\_\_ ) days of such termination be refunded by the Developers to the Purchaser/s.
19. The said Building shall be constructed and completed in accordance with the Plans and Specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Developers as herein above set out.
20. The Purchaser/s is / are aware and the Purchaser/s expressly agree/s that the parking spaces in the compound of the said Building and the stilts shall belong to and be at the complete disposal of the Developers who shall be entitled to sell the same. Only such of the Purchasers of premises in the said Building as shall have separately agreed to purchase a parking space shall be entitled to have exclusive

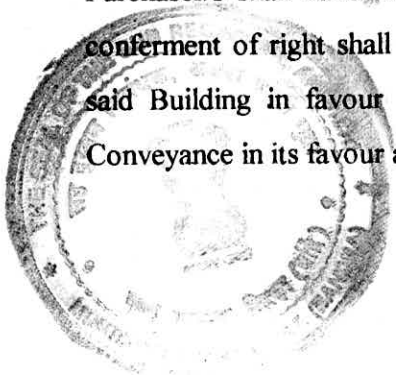
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use of such parking space so agreed to be sold to him / her / them and any other Purchaser/s of premises in the said Building who shall not have agreed to purchase parking space separately from the Developers will not be entitled to have any use of the parking space. The Developers shall be entitled to sell the parking spaces at such price and to such persons as the Developers may at their absolute discretion determine including those who shall not have purchased any Premises in the said Building or any other Building on the said Property and the Purchaser/s herein shall not be entitled to raise any objection to the same.

21. The Purchaser/s hereby expressly agree/s to purchase parking space No. \_\_\_\_\_ in the stilt / compound of the said Building (herein referred to as "the said Parking Space"). The total purchase price agreed to be paid by the Purchaser/s to the Developers for the said parking space shall be Rs. \_\_\_\_\_/- which shall be paid by the Purchaser/s to the Developers along with the instalment mentioned in Clause (7) hereof. The said purchase price of the Parking space is in addition to the purchase price to be paid by the Purchaser/s for the said Premises.
22. It is expressly agreed that the Developers alone shall be entitled to sell / allot the terrace attached to the respective flat as amenity area against mutually agreed compensation. The Purchaser/s and / or their Organisation/s shall not be entitled to object to such exclusive allotment / sale by the Developers.
23. The Developers shall in respect of any consideration amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
24. The said Property with the said Building shall be conveyed to a Co-operative Housing Society registered for the said Building. The said Society shall be registered only after the said Property shall have been fully developed and all the Flats, and other Premises in the said Building are sold and disposed off. The Purchaser/s shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Developers shall execute the Conveyance in respect of the said Property with the said Building in favour of the said Co-operative Society. Until such Conveyance is executed the right of the Purchaser/s hereunder shall be confined only to the said Premises and the Purchaser/s shall have no right on any other portion of the said Property. The conferment of right shall take place only in respect of the said Property and the said Building in favour of the Co-operative Society on the execution of the Conveyance in its favour as aforesaid.



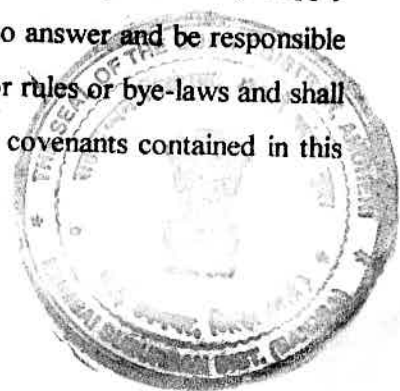
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25. The Conveyance in respect of the said property together with building shall be executed only after the said Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid the Developers shall have full right and authority to develop the said Property and the entire Floor Space Index (F.S.I.) of the said Property as also Additional FSI that may be obtained in respect of TDR and / or under the other provisions of the Development Control Regulations as aforesaid shall continue to be under the Ownership and control of the Developers who shall be entitled to utilise the same for their benefit in development of the said Property and the Purchaser/s and / or the said Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereof.
26. So long as the various Premises in the said Building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates more particularly described in the Third Schedule hereunder written, the Purchaser/s shall pay the proportionate share taxes, rates and other outgoings assessed on the whole building. The Purchaser/s shall tentatively pay Rs. 550000/- [ FIFTY FIVE LAC Rupees Only ] per month to the Developers for the above. The said amount shall be paid by the Purchaser/s to the Developers before 5th of every month (time being essence).
27. The Developers shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold flats. In case the Conveyance is executed in favour of the Co-operative Society before the disposal of by the Developers of all the flats and other premises, then in such case, the Developers shall be admitted as member of the Society in respect of the unsold premises and as and when such Premises are sold, to the persons of the choice and at the discretion of the Developers, the Co-operative Society shall admit as members the Purchasers of such Premises without charging any premium or any other extra payment.
28. The Purchasers/s shall maintain at his / her / their own costs the said Premises agreed to be purchased by him / her / them in the same condition, state and order in which it is delivered to him / her / them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society, and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

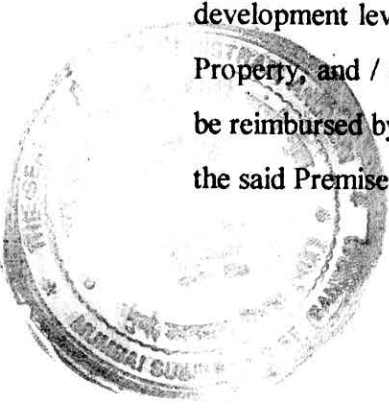
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The Purchaser/s agree/s to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further the Developers are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events.

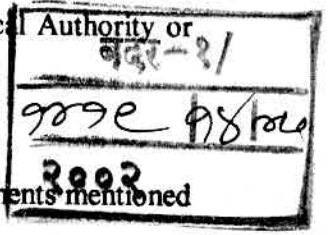
30. The Purchaser/s hereby covenant/s with the Developers to pay consideration amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developers fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developers. The Purchaser/s also agree/s and undertake/s to give all the facilities to the Developers to carry out additional construction work on the said Building now under construction.
31. The Purchaser/s agree/s and undertake/s from time to time to sign and execute the application for the formation and registration of the Society including the bye-laws of the proposed Society within 7 (Seven) days of the intimation by the Developers. No Objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and / or other Concerned Authorities. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him / her / them to do from time to time for safeguarding the interest of the Developers and the Purchaser/s of other Premises in the said Building. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end. The Purchaser/s shall ensure that as and when the Developers shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Owners as aforesaid to carry out additional construction work on the said Building and also confirming the right of the Developers to sell on ownership basis other Premises in the said Building to be constructed on the said Property.
32. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium to the concerned local Authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property, and / or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developers in the proportion of the area of the said Premises to the total area of all the Premises in the said Building.



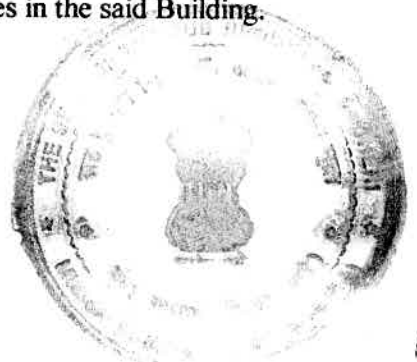
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33. The Purchaser/s shall on demand, deposit with the Developers his / her / their proportionate share towards the installation of water meter and electric meter and / or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and / or to any other Concerned Authority.
34. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein will also pay to the Developers a sum as mentioned in Clause (43) which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilise such deposits towards payment of taxes and other outgoings. In the event of the Purchaser/s making any default in payment thereof regularly as agreed to herein by him / her / them, the Developers will have right to take legal action against the Purchaser/s for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been transferred and / or conveyed to the Society, the Developers shall handover the said deposit or the balance thereof to such Society.
37. The Purchaser/s shall allow the Developers and their surveyors and Agents with or without workmen and others at all reasonable times to enter upon his / her / their Premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the Purpose of cutting off the supply of water and other services to the Premises of any other premises owners in the said Building in respect whereof the Purchaser/s or user/s or occupier/s of such Premises as the case may be shall have committed default in payment of his / her / their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by the them.
36. In the event of the said Society being formed and registered before the sale and disposal by the Developers of all the Premises in the said Building the powers and authority of the Society and the Purchasers of the Premises therein shall be subject to the powers of the Developers in all the matters concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unsold Premises and the sale thereof. The Developers shall have a right to complete the said Building and to sell and dispose off for their (i.e. Developers') benefit all unsold Premises in the said Building.



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The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said Premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than his / her / their premises. The Purchaser shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him / her / them.

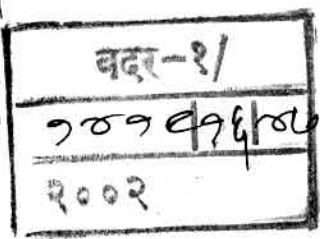
38. After the possession of the said Premises is handed over to the Purchaser/s if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his / her / their own costs and the Developers shall not be in any manner liable or responsible for the same.
39. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other Premises in the said Building. However, it is clarified that this does not cast any obligation upon the Developers to insure the Building or premises agreed to be sold to the Purchaser/s.
40. After the said Building and Premises to be constructed by the Developers on the said Property are complete and ready for occupation and all the Premises in the said Building shall have been sold and disposed off by the Developers and the Developers shall have received all dues payable to them under the terms of the Agreements with the Purchasers of all the Premises in the said Building, thereafter, the Purchaser/s of flats will form the Society and the Developers shall execute a Conveyance in respect of the said Property in favour of the said Society as provided in Clause (27). Until the execution of the Conveyance, the common areas and the facilities given in the Second Schedule hereunder written and the said Building and Premises thereon shall be in the possession and control of the Developers and the Purchaser/s shall not have any right with regard to the same.



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41. The Purchaser/s will lodge this Agreement for Registration with Sub-Registrar of Assurance at Mumbai and the Developers will attend the Sub-Registrar and admit execution thereof after the Purchaser/s inform them of the number under which it is lodged for Registration by the Purchaser/s.
42. All letters, circulars, receipts and / or notices issued by the Developers despatched under Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Developers. For this purpose, the Purchaser/s has / have given the following address :

F/201 MANISHA COURT	
2nd FLOOR,	
16th ROAD, KHAR [W]	
MUMBAI - 52.	

43. The Purchaser/s shall at the time of making payment of the installments mentioned in Clause (7) interest free deposit with the Developers the following amounts :-
- i) Rs. 10,000/- [ Rupees Ten Thousand Only ] lumpsum amount of legal charges for this agreement and formation of Society;
  - ii) Rs. 610/- [ Rupees Six Hundred Ten Only ] for share money, application and entrance fee of the Society;
  - iii) Rs. 25,000/- [ Rupees Twenty-five Thousand Only ] security deposit for proportionate share of taxes and other outgoings.
  - iv) Rs. 5,000/- [ Rupees Five Thousand Only ] towards deposit of electric Meter & Water Meter.

In case there shall be deficit in (ii), (iii) and (iv), the Purchaser/s shall forthwith on demand pay to the Developers his / her / their proportionate share to make up such deficit; the above deficit shall not carry any interest.

44. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit or fire cess betterment charges or development tax or security deposit for the purpose of obtaining water connection for the said Building or for

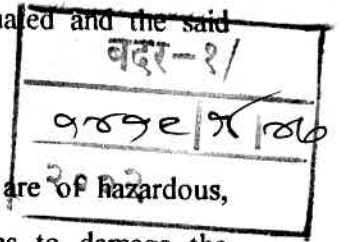


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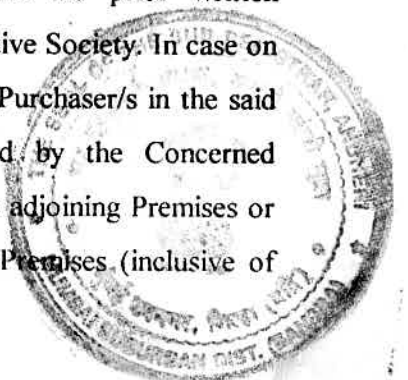
any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable by the Developers, the same shall be reimbursed by the Purchaser/s to the Developers in proportion in which the area of the said premises agreed to be acquired by the Purchaser/s shall bear to the total built-up area available for construction on the said Property and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser/s.

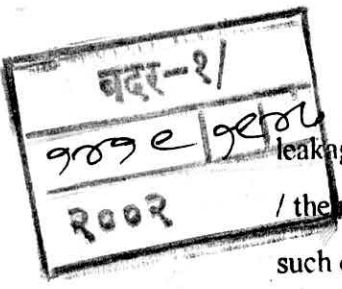
45. It is further agreed between the Developers and the Purchaser/s at the time of execution of Conveyance in favour of the said Co-Operative Housing Society, the Purchases and / or the said Society shall reimburse to the Developers IOD, deposits and other refundable deposits paid by the Developers in respect of the said Building.
46. The Deed of Conveyance and other documents for transferring the title in favour of the said Society in respect of the said Property and the said Building shall be prepared by the Advocates and Solicitors appointed by the Developers and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property.
47. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.
48. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Premises in the said Building of which the aforesaid Premises form part and the Purchaser/s shall have no right to object to the same.
49. The Purchaser/s himself / herself / themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Developers as follows :
- (a) To maintain the said Premises at Purchaser's/s' costs in good tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the

concerned local or any other authority or change / alter or make addition in or to the Building in which the said Premises is situated and the said Premises itself or any part thereof;



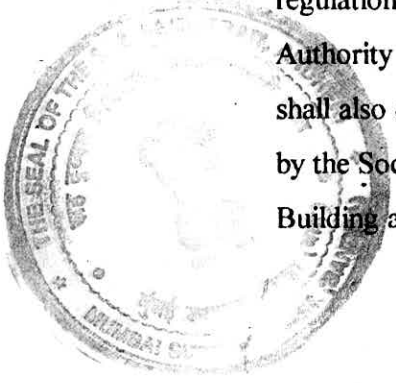
- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach;
- (c) To carry out his / her / their own costs all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the Developers in which the said Premises are situated or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Developers and / or the Co-Operative Society. In case on account of any alterations being carried out by the Purchaser/s in the said Premises (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining Premises or to the Premises situated below or above the said Premises (inclusive of





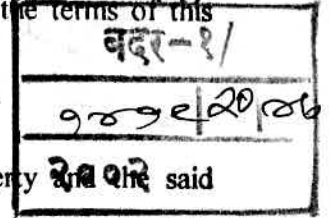
leakage of water and damage to the drains) the Purchaser/s shall at his / her / their own costs and expenses repair such damage (including recurrence of such damages).

- (e) Not to throw dirt, rubbish bags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the said Building.
- (f) Pay to the Developers within 15 (Fifteen) days of demand by the Developers his / her / their share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said building.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and / or Government and / or Public Authority, on account of change of user of the said Premises by the Purchaser/s.
- (h) The Purchaser/s shall not let, sub-let, transfer, assign, or part with Purchaser's/s' interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s has / have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has / have obtained permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers.
- (i) The Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the



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taxes, expenses or other outgoings in accordance with the terms of this Agreement.

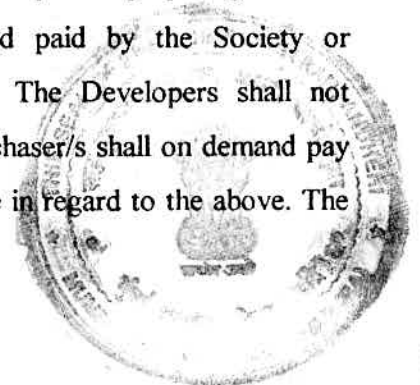


(j) Till Deed of Conveyance in respect of the said Property ~~आवे~~ said Building is executed, the Purchaser/s shall permit the Developers and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.

(k) To observe and perform all the terms and conditions and covenants to be observed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developers the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be entitled to re-enter upon and resume possession of the said Premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser/s herein agree/s that on the Developers re-entry on the Premises as aforesaid, all the right, title, and interest of and Purchaser/s in the said Premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Premises. In that event, all the moneys paid herein by the Purchaser/s (except the outgoings apportionable to the said Premises till the date of such termination) shall after 30 (Thirty) days of such termination be refunded by the Developers to the Purchaser/s.

50. All cost, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement as well as conveyance and any other documents required to be executed by the Owners / the Developers, or by the Purchasers, stamp and Registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society as well as the entire professional costs of the Advocates of the Developers in preparing and / or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. The Purchaser/s shall on demand pay to the Developers his / her / their proportionate share in regard to the above. The

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amount payable under this Clause is in addition to the amount as mentioned in Clause (43) above.

51. Courts of Mumbai shall alone have jurisdiction in the matter.

THE FIRST SCHEDULE ABOVE REFERRED TO

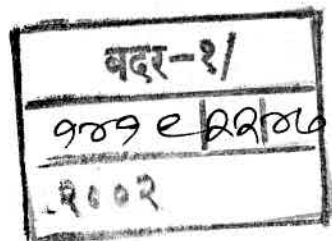
ALL THAT piece or parcel of land or ground admeasuring about 670 yards, equivalent to 560.49 s.meters situate, lying and being at Khar Village, Bandra District, Mumbai Suburban now in Brihanmumbai and bearing Final Plot No.203 of Suburban Scheme No. VII, Khar Model Suburb with structure standing thereon with ground and 1 (one) upper floor and bounded as follows:

On or towards North : by 10th Road, Khar,  
On or towards South : partly by Plot no. 202,  
On or towards West : by Plot No. 204,  
On or towards East : by Plot No. 202.





SECOND SCHEDULE



- (A) Common areas and facilities of the said premises in relation to the said Building :-
- (a) The said property on which the said Building shall be constructed, and the common service lines such as electricity, water, drainage, common recreation areas.
- (b) The following facilities which will be located throughout the building;
- (1) Water tank located on Ground Floor of the Building;
  - (2) Plumbing net-work throughout the Building;
  - (3) Electric wiring net-work throughout the Building;
  - (4) Necessary light, telephone and public water connections;
  - (5) The foundations and main walls, columns, girders, beams and roofs of the building; and
  - (6) All apparatus and installation existing for common use.
- (B) The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor :-
- (1) A lobby which gives access to the stairway from the said premises.
- (C) Percentage of undivided share of the said Premises :
- (i) Common areas and facilities relating to the said building %.
  - (ii) Restricted common areas and facilities on particular floor of the said Building on which the said premises is located %.
- N.B. : The aforesaid statement is tentative and is liable to change in the event of their being changes in the in the building plans of the said Building.





### THIRD SCHEDULE

#### PROPERTY TAX, WATER CHARGED AND RATES

The expenses of maintaining, repairing, re-decorating, etc., of the main structure and in particular the roof, gutters and rain water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings stair-cases of the other buildings as enjoyed by the Purchaser/s used by him/her/them in common as aforesaid and the boundary walls of the buildings, compounds, terraces, etc.

2. The costs of cleaning and lighting the passages, landings, stair-cases and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The salaries of clerks, bill collectors, sweepers, etc.,
5. The costs of working and maintenance of water pumps and lights and other service charges.
6. Municipal and other taxes and other assessments.
7. Insurance of the building.
8. Such other expenses as are necessary and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the )

withinnamed "DEVELOPERS" )

SHUBHANGAN HOUSING PVT. LTD. )

in the presence of . . . . . )

For SHUBHANGAN HOUSING PVT. LTD,

*Ram - S. H. A. B. B.*

DIRECTOR.

SIGNED AND DELIVERED by the )

withinnamed "PURCHASER/S", )

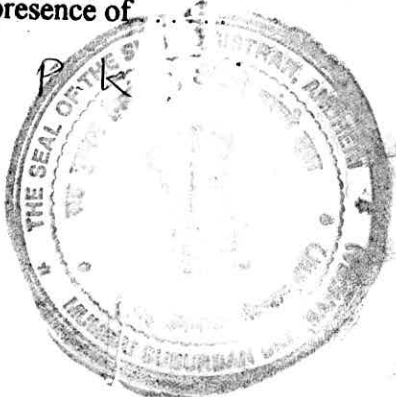
SHRI / SMT. / M/S. RAMESH )

M. PRIYAMANJ )

*24/2 3/4 11/11/21*

in the presence of )

*Lead P.K.*



# RECEIPT

RECEIVED the day and year first )

hereinabove written of and from )

the withinnamed Purchaser/s )

SHRI / SMT. / M/S. RAMESH )

PRITAMANI )

\_\_\_\_\_ , the sum )

of Rs. 250000/- (Rupees TWO LAKH  
FIFTY THOUSANDS )

Only being the amount )

of earnest money or deposit to be )

paid by him/her/them to us by )

Cash/Cheque No. 132308 dated 12/8/99 )

THE VYSYA BANK LTD.  
drawn on Bank on the execution )

hereof. )

Rs. 250000/-

WE SAY RECEIVED

For SHUBHANGAN HOUSING PRIVATE LIMITED

Ramesh R. Barcha

DIRECTOR

WITNESSES :

Jed P. K

ANNEXURE - "A"

ULC ORDER

ANNEXURE - "B"

TITLE CERTIFICATE

ANNEXURE - "C"

Property Card

ANNEXURE - "D"

Plan of the premises

ANNEXURE - "E"

AMENITIES AND SPECIFICATIONS



\*\*\*\*\*  
DATED THIS            DAY OF            1999  
\*\*\*\*\*

M/S. SHUBHANGAN HOUSING PVT. LTD.  
... DEVELOPERS  
TO  
SHRI / SMT. / M/ S. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

... PURCHASER/S

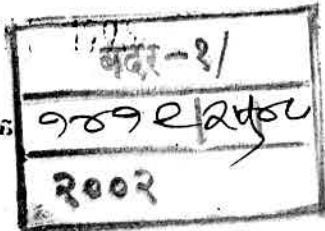
AGREEMENT FOR SALE  
of  
Flat / Car Parking Space / Garage  
No.                      on                      Floor  
in Building  
"ROSE"  
at Plot No. 203 of Suburban  
Scheme No. VII, Khar Model Suburb,  
Khar Village, Bandra District  
Mumbai - 400 052.

SHRI K. N. GANDHI  
M/S. KUVELKER NAIK & GANDHI  
CHARTERED ACCOUNTANTS  
206, ARCADIA, 2ND FLOOR,  
195, NARIMAN POINT,  
MUMBAI - 400 021.

(3)

No. C/ULC/REV/V-XXII-27/D-III/3376  
Office of the Additional Collector and  
Competent Authority (U.L.C.) Gr. Bombay  
New Administrative Building, 10th floor,  
Opp: Mantralaya, Bombay-400032

Date :- 19/10/95



- To,  
1. Madhav Kucheshwar Chitanvis  
2. Shri. Mangalmurti Kucheshwar Chitanvis  
203, 10th Road, Khar, Bombay-400051

Sub : The Urban Land (Ceiling and Regulation)  
Act, 1976

Statement u/s. 6(1) of the Urban Land  
(Ceiling and Regulation) Act, 1976

filed by you in this office on 7.9.95

1. It is seen from the 6(1) statement as above and from the  
other documents/information supplied by you, in respect of the  
land as shown below:

<u>Village</u>	<u>CTS No.</u>	<u>Area in Sq.Mtrs</u>
Bandra(E)	E/674	560.2

2. That the land was held by Shri. Kucheshwar Madhavrao  
Chitanvis as on 17.2.1976, Shri. Kucheshwar M. Chitanvis passed  
away on 17.1.1978, and he is survived by his heirs Shri. Madhav  
K. Chitanvis and Mangalmurti K. Chitanvis as per the property  
Register Extract, and affidavit sworn and submitted by them.
3. The declarants have filed fresh 6(1) statement on 7.10.95  
i.e. after death of their father, who died after 17.2.1976.  
Keeping in view of the judgement of Hon. Secretary, Housing and  
Special Assistance Department Government of Maharashtra in  
Revision Application No. ULC/REV/V/1087/(2534)/III, dated  
31.3.1992 (in J.C. Patel case), 6(1) statement filed by you is  
accepted. Both the declarants were major as on 17.2.1976, and  
hence, are entitled to retain land upto 500.0 Sq.Mtrs each i.e.  
1000 Sq.Mtrs in aggregate. The land is only 560.2 Sq.Mtrs and  
thus, is within ceiling limit.
4. It is seen from the details given above, that there is  
no surplus vacant land in the above said plot. It is also stated  
by you that you or any member of your family is not holding any  
other land.

In the circumstances, the statement filed by you u/s.  
the Act is closed. The property, therefore, does not  
the provisions of Chapter III of the U.L.C. Act, 1976,



बदर-१/
१०९२२५२६
२००२

as far as acquisition of excess vacant land is concerned.

6. This letter is issued at your risk in respect of any dispute regarding the title over the property mentioned above and subject to the following conditions.

- a) that the information/documents supplied by you are correct and genuine.
- b) that if any of the co-owners relinquishes his share or shares or the shares of the any co-owners are conferred upon other co-owners on account of some reason or other and if thereby the share of any co-owner exceeds the ceiling limit under the Act, the person whose share so exceeds is required to file a statement u/s.15 of the Act.
- c) if it is found hereafter that, information supplied by you is incorrect and you are found to hold surplus vacant land, you will liable for the consequences of as per law.
- d) that you or any member of your family is not holding any other vacant land/ land with building with a dwelling unit therein, in any place where the Urban Land (Ceiling and Regulation) Act, 1976, is applicable.

Yours faithfully,


*Shr.*

Deputy Collector and C.A.II  
(ULC)Gr. Bombay

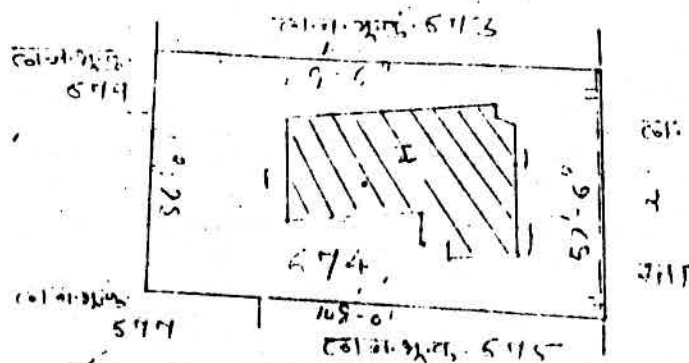
Copy f.w.cs. to the Deputy City Engineer, DP, BMC Fort, Bombay-1 for information.







बंदर-१/  
१०९२/२००२



*[Handwritten signature]*

... (faint text) ...

Handwritten signature and date: 11/3/11

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११/०५/०८  
 १. निम्नलिखित, गुप्त सामग्री  
 २. गुप्त सामग्री प्रकाशित की है :  
 ३. (गुप्त) सामग्री प्रकाशित, गुप्त

TRUE COPY

P. Ratna

J. T. VAINANI, 26/12/97  
LIC. No. V/96/10

15/10/96  
नमो भगवते वासुदेवाय



This Form is subject  
to the provision of Urban Land  
Use and Regulation Act, 1976

## MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/280 /BRI/WS/AH/AK of

COMMENCEMENT CERTIFICATE

19 AUG 1997

To,

Mr. Ramesh A. Bhatnagar - A.A. to owner

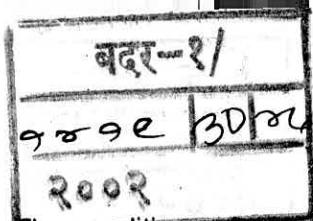
Sir,

With reference to your application No. 7588 dated 13/06/97 for Development Permission and grant of Commencement Certificate under Section 43 & 63 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Bombay Municipal Corporation Act 1888 to erect a building.

To the development work of 2289 sq. ft. CTS No. 674  
at premises at Street 10th Road village Bandra  
Plot No. --- situated at Khar west  
Ward 14 West

The Commencement Certificate/Building Permit is granted on the following conditions :-

1. The land vacate in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapses shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :-
  - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.
  - (c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 42 of 45 of the Maharashtra Regional and Town Planning Act, 1966.



2

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri J. D. DEODHAR

Asst. Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 18-8-98

The Commencement Certificate is

for carrying out the work up to Still only



For and on behalf of Local Authority  
The Municipal Corporation of Greater Bombay

J. D. Deodhar 19/8/99  
Executive Eng. / Assistant Eng. Building Proposals  
(Western Subs.) 'H&K/ West' 'K/ East & P' Wards'  
FOR

MUNICIPAL CORPORATION FOR GREATER BOMBAY

CE/ 280 <sup>WS</sup> BSH/ AH of 9 MAR 1998

Further C. C. is now extended upto

for 67'-6" height to HT 18' top of 6th floor As per  
As per approved plan 12/31/97

A. K. P. (WS) E. A. B.

Valid up to 18/8/99

CE/ 280 BSH/ AH of 1 DEC 1998

Further C. C. is now extended up to (23' 48" height) to HT + CMR  
As per approved amended plan 24/11/98

S. S. S. S. S.  
A. K. P. WS. H, Ward

बदर-१/
१०९२३७/१०
२००२

Tel : 642 92 32 / 640 71 30  
Fax : (91-22) 644 27 13

## PURAN M. GOKLANI

B. A., B. Com., LL. B.

### ADVOCATE HIGH COURT

Office : SERENITY, 189, TURNER ROAD, NEAR UNION BANK, BANDRA (WEST), BOMBAY - 400 050.



17th April, 1998

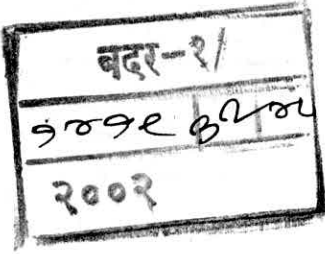
TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of SHUBHANGAN HOUSING PRIVATE LIMITED [hereinafter called the Owner] to the immovable property described in the Schedule hereunder written, hereinafter referred to as "the said Property" and have found the same to be clear and marketable.

1. Shri Madhav K. Chitnvis and Shri Mangalmurti K. Chitnvis being the Vendors were the absolute Owners of the said Property.
2. Under an Indenture of Conveyance dated 8th March, 1996, the Vendors have conveyed the said Property in favour of Shri Ramesh A. Bachani and Shri Anil R. Bachani in their capacity as the Promoter/Directors of Proposed Angan Builders Pvt. Ltd. The said Conveyance was lodged and registered under Sr. No. 725/24/26 of 1996 with the Sub-Registrar of Assurances Bandra, Mumbai on 11th April, 1996.
3. The Appropriate Authority have granted NOC for the above sale/transfer by its certificate under Section 269UL(3) of Income-tax Act, 1961 dated 19th August, 1994 under No. 15020/94-95.
4. Shri Ramesh A. Bachani and Shri Anil R. Bachani executed the Deed of Transfer dated 8th March, 1996 in respect of the said Property in favour of the Owner and the said Deed of Transfer was lodged and registered under No. 727/9/92 of 1996 on 11th April, 1996 with the Sub-Registrar of Assurances, Bandra, Mumbai.

*[Handwritten signature]*





Tel. : 642 92 32 / 640 71 30  
Fax : (91-22) 644 27 13

**PURAN M. GOKLANI**  
B. A., B. Com., LL. B.  
**ADVOCATE HIGH COURT**

Office : SERENITY, 189, TURNER ROAD, NEAR UNION BANK, BANDRA (WEST), BOMBAY - 400 050.

16th April, 1998

5. M/S. SUBHANGAN HOUSING PRIVATE LIMITED as absolute Owner is entitled to the development of the said Property and sell on ownership basis flats and other premises in the building to be constructed thereon.

THE SCHEDULE REFERRED TO ABOVE

ALL THAT piece or parcel of land, ground admeasuring about 670 sq.yards, equivalent to 560.49 sq.metres situate, lying and being at Khar Village, Bandra District Mumbai Suburban now in Briahnmumbai and bearing Final Plot No. 203 of Suburban Scheme No. VII, Khar Model Suburb with structure standing thereon with ground and 1 (One) upper floor and bounded as follows :-

On or towards the East	:	By 10th Road, Khar,
On or towards the West	:	By partly by Plot no. 202,
On or towards the North	:	By Plot No. 204,
On or towards the South	:	By Plot No. 202.



  
P.M. GOKLANI  
ADVOCATE

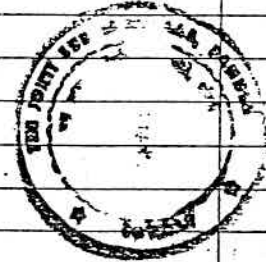
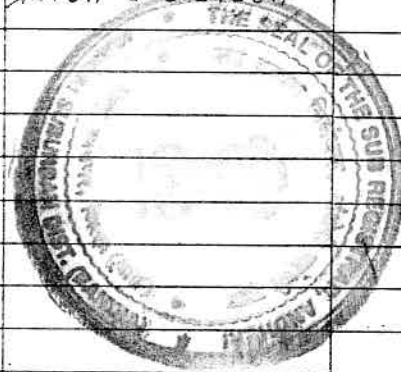
वे. क्र. पु.-१०,०००.-१-११-अंश ३३ (अ)४९९  
 भा. वि. म. वि. क्र. १९८४ दि. १-१-११-१४;  
 मो. न. पु. क्र. अतिरिक्त/नोवरी/११ मई/२०११, दि. १८-१-११ ४  
 क. क्र. ७/अपरे क्रमाई/११ दि. २१-१-११]

वांदा (मुं. उपनगर)

सूची क्र. दोन INDEX No. II

नोदणी ६३ म. ३.  
 Regn. 63 m. c.

विलेखाचा प्रकार, मोबदल्याचे स्वत्व व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकर आकारणी देतो की पट्टेदार देतो ते नमूद करावे) Nature of deed, consideration and market value (in case of lease, state whether lessor or lessee pays assessment)	पू.नामन, पोटहिसा व घर क्रमांक (असल्यास) Survey, Sub-Division and House No. (if any)	क्षेत्रफळ Area	आकारणी किंवा जुदी देण्यात येत असेल तेव्हा Assessment or Judi when given	दस्तऐवज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता Name of the executing party or in case of a Decree or Order of Civil Court, of Defendant and Detailed address	दस्तऐवज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, बादीचे नाव व संपूर्ण पत्ता Name of the claiming party or in case of a Decree or Order of Civil Court, of Plaintiff and Detailed address	दिनांक Date of	कसून दिल्याचा Execution	नोदणीचा Registration	अनुक्रमांक, खंड व पृष्ठ Serial No., Volume and Page	मार्केट मूल्य Market Value	नोदणी फी Registration Fee paid on Market Value	शेरा Remarks.
१	२	३	४	५	६	७	८	९	१०	११	१२	
ट्रांसफर डीड	जमिनी व बांधकाम	हे./म. आ./अ. क./रस. १/प.	६ रमेश अ. बघाणी	मे/- शुभंगन हा. प्रा. ली.	८ ३/९६ ३३ ४/९६	७२७	१००/-	५०/-				
	फा. प्लॉट नं. २०३		डा. अनिल रमेश बघाणी	रा. २६६, अस्. बी. अस्.								
	सबरवन स्कीम नं. ५१८		नं. १ व २ हे मे/- अंगन	रोड, पालखीवाला बि.								
	क्षेत्र = ५६०.६९ चौ. मि		विल्डर्स प्रा. ली. चे	कोर्ट, मुं. ३								
			प्रमोल्स व डायरेक्टर्स									



१००/-  
 १००/-  
 १००/-

सरो प्रत

१००/-  
 १००/-  
 १००/-

श्री. रमेश बघाणी  
 पाना त्याचे ता. ३३/६/११  
 अर्जाद्वारे नमूद दिले. १०/०७/११  
 दिनांक ३३/६/११  
 ज. दय्यर निबंधक, ४ बांदे, मुंबई

१००/-  
 १००/-  
 १००/-



Municipal Corporation of Greater Mumbai.

M.C.E/280/WS/AH of

24 FEB 1999

बंदर-१/
१२९२/१०६
२००२

PART OCCUPANCY CERTIFICATE.

Ex. Engineer Bldg. Proposal [W.S]  
H and K - Wards  
Municipal Office, R. K. Patkar Marg,  
Bandra (West), Mumbai-400 050.

(5)

TO  
Shri Ramesh Bachani,  
C.A. to Owner,

Sub.:-- Proposed building on plot bearing C.T.S.  
No.674 of Village Bandra at 10th Road,  
Khar(West).

Sir,

The Part development work, for stilt + 4 upper floors of building situated at 10th Road, Khar(West), City Survey No. 674 of Village Bandra, completed under the Supervision of Shri J.T.Vatnani, Licensed Surveyor, Licence No.V/96/LS. may be occupied on the following conditions.

- 1) That the Cft.under section 270-A of B.M.C.Act shall be obtained from H.E.and a certified true copy of the same shall be submitted to this office within three(3) months from the date of issue of occupancy Cft.
- 2) That all the conditions of I.O.D.shall be complied with for the remaining work.
- 3) That the Lift will not be operated without obtaining Lift Inspector's Cft.
- 4) That the Lift Inspector's Cft.will be submitted.

Note:- Please also note that if any of the user mentioned in the approved plan are found changed, without prior permission from the M.C.G.M. This occupation Cft. granted to you premises will be treated as cancelled and steps will be taken to cut off the water connection granted to your premises.

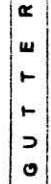
A set of certified completion plan is retained herewith.

Yours faithfully,

*S. N. Sarda*  
Executive Engineer Building Proposals  
(W.S.) H.&K/West Wards.

M.C.E/20.2.99.



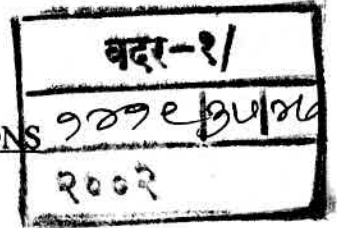


NANDANVAN (GR. FLOOR)  
TAJ PAL SCHEME MAIN ROAD  
VILE PARLE (E)  
MUMBAI - 400 057  
TEL: 839 8615 / 9820084410



ANNEXURE - "E"

AMENITIES AND SPECIFICATIONS



TILES :

- a. Marble flooring completely laid and polished be fixed in all rooms and passages.
- b. All bathrooms will have glazed tiles flooring and glazed tiles as dado upto full height of the same.
- c. All lavatory will have glazed tiles as flooring and dado upto full height of the same.
- d. The Passage of internal staircase shall be of marble steps.

KITCHEN :

- a. R.C. C. Cooking platform will be provided.
- b. There will be one sink with granite.
- c. The Kitchen platform shall be of good quality granite stone.

W.C. & BATH ROOM :

- a. Indian type water closet / western will be provided.
- b. There will be one wash basin in each Bathroom.
- c. Good quality concealed plumbing will be provided.



DOORS AND WINDOWS :

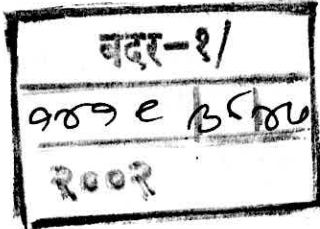
- a. The frames of the doors will be made of good quality Indian teakwood. All the doors shall be of C.P. teakwood duly polished on both sides. All windows will be aluminium / wooden.
- b. The main entrance doors will be 1.1/2 inch solid, flush door with one glass peep hole, one holdereop and one handle with night latch.
- c. All internal doors shall one Tadi, two handles all of Brass and Look.

ELECTRICITY :

- a. There will be one light point, one plug point, one fan point in each room.
- b. There will be one light point in the each passage, bathroom and W.C.
- c. There will be separate meters for Domestic / Lighting.
- d. There will be one point with bell.
- e. There will be one light point and plug point in kitchen.
- f. All electrical wiring will be concealed type wiring.
- g. There will be one Domestic point in bathroom.

GENERAL :

- a. Fan hook will be provided in all rooms.
- b. R.C.C. Storage Tank will be provided underground and above the terrace with electric pumps.
- c. Loft over Bath and W.C. shall be provided.
- d. 2 lift of reputed company.



Municipal Corporation of Greater Mumbai.

No. CE/280/WS/AH of

2 SEP 1999

OCCUPANCY CERTIFICATE.

To

Shri Ramesh Bachani C.A. to Owner,  
C/o. Architect.

Ex. Engineer Bldg. Proposal (W. S.)  
H. and - K Wards.

Municipal Office, R. K. Patkar Marg  
Bandra (West), Mumbai-400 050

(6)

Sub.:- Proposed Bldg. on plot bearing C.T.S.No.674,  
of Village Bandra at 10th Road, Khar(West), Mumbai.

Sir,

The full development work of building on plot bearing C.T.S.No.674 situated at 10th Road, Khar(West) of Village Bandra completed under the supervision of Shri J.T.Vatnani, Licenced Architect/Licence No.V/96/LS may be occupied on the following conditions.

- 1) That the Cft. under section 270-A of B.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three (3) months from the date of issue of occupants Cft.
- 2) 2nd lift shall not be operated without Lift Inspector Cft.
- 3) That the lift inspector's Cft. will not be submitted for 2nd lift.

A set of certified completion plan is returned herewith.

Yours faithfully,

*Smt. B. B. B.*  
Executive Engineer Building Proposals  
(W.S.) H and K/East Wards.

Ask/25.8.99.



100Rs.



श्री. मिलींद वि. साठगांवा प.चा.मु.वि.

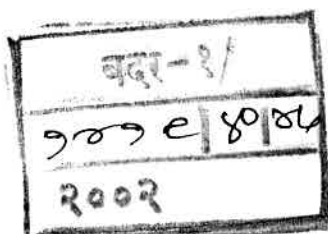
गणेश टायपिंग अँड प्रिंटिंग

वांद्रे न्यायालयासमोर, प्रा. ३

वांद्रे (पू.), मुंबई-४०० ०५२

टेलि. क्र. ६४४४६२२, ६४४४६२३

31 OCT 2001



16672  
Ramesh Bachani

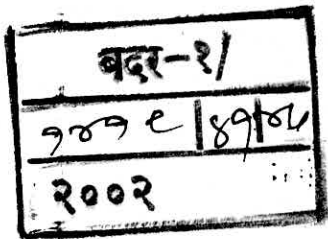


TO ALL TO WHOM THESE PRESENTS SHALL COME, I, SHRI  
RAMESH AWATRAI BACHANI of Mumbai Indian Inhabitant, having his  
address at Kudrat, 15th Road, Khar [West], Mumbai - 400 052, SEND  
GREETINGS :

WHEREAS :

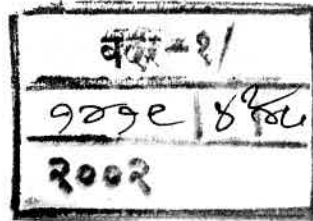
- a. I am a Trustee, a Proprietor, a Director, a Partner in  
Proprietary Concern, Companies or Firms who are engaged  
in the business of dealing in immovable property in the  
State of Maharashtra.

3



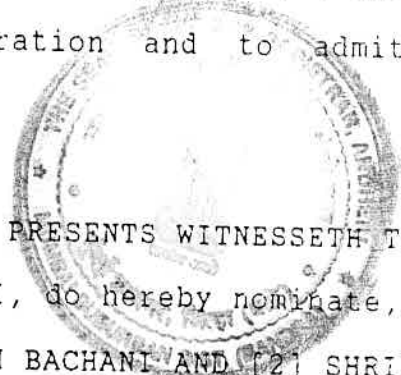
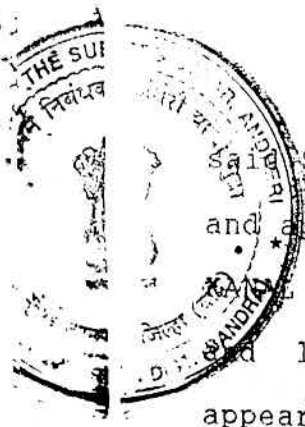
3. The Proprietary Concern, the Trust, the partnership firms, a company will be executing the conveyance/ lease/agreement for sale/leave and licence/tenancy with several parties for purchase/sale/lease/given on leave and licence basis in respect of immovable property including flats and other premises by the Proprietary Concern, the Trust, Firms, Companies, wherein I am a Proprietor, a Trustee, a Partner, a Director are to be executed by me in my capacity as a Proprietor, a Trustee, a Partner, a Director of respective concerns





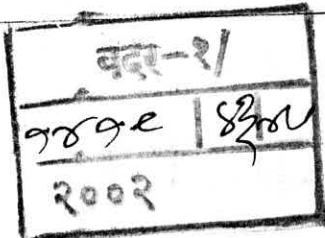
and the same will be required to be lodged for registration in the office of the Sub-Registrar of Assurances, Bandra and/or Mumbai.

b. I am desirous of appointing [1] SHRI ANIL RAMESH BACHANI AND [2] SHRI SANJAY T. KANAL to act jointly and/or each of them severally to be my true and lawful attorneys for me and in my name and on my behalf to appear before the Sub-Registrar of Assurances of such agreements which may be executed by me in the capacity of a Proprietor, a trustee, a partner, a director, will be lodged for registration and to admit execution thereof.



NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I, the SHRI RAMESH AWATRAI BACHANI, do hereby nominate, constitute and appoint [1] SHRI ANIL RAMESH BACHANI AND [2] SHRI SANJAY T. KANAL to act jointly and/or each of them severally to be my true and lawful attorneys for me, in my name and on my behalf to appear before the Sub-Registrar of Assurances for lodging and registration of conveyances, leases, agreement for sale, agreement for development, power of attorneys, leave and licence agreements, tenancy agreements and/or any other deeds, documents undertaking which are executed by me as a Proprietor, a Trustee, a partner, a director for and on behalf of the Proprietary Concern, Trust, partnership firm, a company and to lodge the same for registration and admit execution thereof on my behalf.

B



4

AND GENERALLY to do all such acts, deeds and things as shall be deemed necessary and expedient for the purpose of carrying out the intents of this Power of Attorney.

AND I agree to ratify and confirm all such acts, deeds and things as shall lawfully be done by the said Attorneys pursuant to this Power of Attorneys.

IN WITNESS WHEREOF, I, SHRI RAMESH AWATRI BACHANI have hereunto set my hand this 8 day of November 2001.

SIGNED AND DELIVERED by )

the withinnamed, )

SHRI RAMESH AWATRAI BACHANI )

in the presence of )

*Ramesh A. Bachani*

Before me.

α Sanjay T. Kanak

*Ramesh A. Bachani*

ANIL-BACHANI

Specimen Signature

(Sanjay T. Kanak)

Specimen Signature

Identified by me :

1) Kulkarni Chodhary H.B. Sangam Society  
S.V. Road Santaroo 2 Mumbai-54

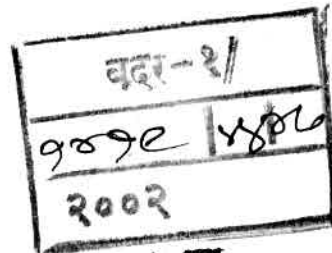
Kulkarni Chodhary

2) Sanjay T. Kanak

129/1001 2nd floor Mumbai-400001

BOR2) 1035) 2001-

Ramesh A. B. - 12/2



General Power of Attorney has been executed

By (1) Mr. Mrs. Ramesh Awarat Rai  
Bechari Aged 55 Years  
Occupation Begging Residing at Kuchat 154 Rd,  
Khera C.W. M-52.  
In my Presence I

Their identity is Proved by

- (1) Mr. Kewar Choudhary 14 Sahayw Soc.  
S.V. Rd. Sion M-59
- (2) Mr. Raviinder Prasad 124 Parki M-1.

To my satisfaction

Authentication Fee of Rs. 5/- Received

Joint Sub-Registrar  
Andheri, Mumbai Sub. - Dist.

Note—

There is no correction, Erasure, addition, Interlineation  
in this General Power of Attorney.

Joint Sub-Registrar  
Andheri, Mumbai Sub. - Dist.

9/11  
2001





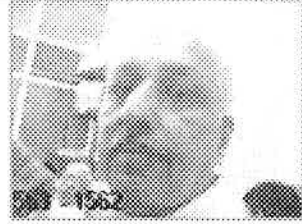

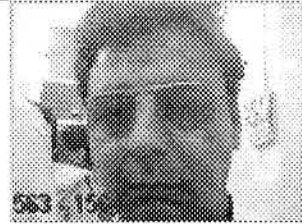

18/03/2002

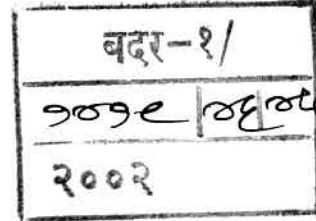
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## दस्त गोषवारा भाग-1

दस्त क्रमांक : 1419/2002

दस्ताचा प्रकार : Agreement

अनु क्र.	पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	रमेश प्रितमानी एफ 201 मनिषा कार्ट सोळावा रस्ता खार मुं 52 2421 314 प्रितमानी सही	Executant		
2	संजय कनल मुखतयार रमेश बचानी शुभांगण हौ प्रा लि तर्फे संचालक सी 4 मोलीनगर बोरीवली प मुं 92 Sanjay T. Kanal सही	Executor		





## दस्त गोषवारा भाग - 2

दस्त क्र. [वदर-1-1419-2002] चा गोषवारा  
बाजार मुल्य : 7771680 मोबदला : 5500000 भरलेले मुद्रांक शुल्क : 580510

दस्त हजर केल्याचा दिनांक : 18/03/2002 04:06 PM  
निष्पादनाचा दिनांक : 18/03/2002

दस्ताचा प्रकार : 25) करारनामा  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 18/03/2002 04:06 PM  
शिवका क्र. 2 ची वेळ : (फी) 18/03/2002 04:08 PM  
शिवका क्र. 3 ची वेळ : (कबुली) 18/03/2002 04:09 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 18/03/2002 04:10 PM

दस्त नोंद केल्याचा दिनांक : 18/03/2002 04:10 PM

पावती क्र.: 543 दिनांक: 18/03/2002  
पावतीचे वर्णन  
नांव: रमेश प्रितमानी

20000 : नोंदणी फी  
1040 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

21040: एकूण

दु. निबंधकाची सही, अंधेरी 1 (बांद्रा)

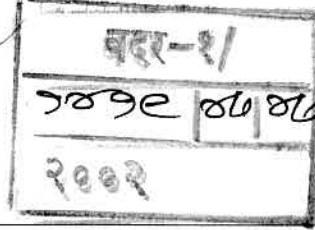
दस्ताऐवज करून देणार तथाकथीत [ करारनामा] दस्ताऐवज करून दिल्याचे कबूल करतात.

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्ताऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

- 1) सुनिल प्रितमानी , खार प मुं 52
- 2) कुंवरजी चंघेरी , सांताक्रुझ प मुं 54

*Kunwarji Chhangari*



दु. निबंधकाची सही  
अंधेरी 1 (बांद्रा)



वदर-१/ ७७७९८७७७  
पुस्तक क्रमांक १ क्रमांक ७७  
नोंदला:  
दिनांक २८/३/०२

सह. मुख्यम निबंधक अंधेरी  
अंधेरी उपनगर जिल्हा.



\*\*\*\*\*  
DATED THIS                      DAY OF                      2001  
\*\*\*\*\*

SHRI RAMESH AWATRAI BACHANI

TO

SHRI ANIL RAMESH BACHANI

AND

SHRI SANJAY T. KANAL

POWER OF ATTORNEY

SHRI K.N. GANDHI, F.C.A.,  
MESSRS. KUVELKER NAIK & GANDHI  
CHARTERED ACCOUNTANTS  
SUBURBAN OFFICE :  
11-A, GOLMOHR, FIRST FLOOR,  
OPP. SACRED HEART BOYS HIGH SCHOOL  
S.V. ROAD, KHAR [WEST]  
MUMBAI - 400 052.